
**THE VILLAGE OF WILLOW SPRINGS
COOK COUNTY, ILLINOIS**

**ORDINANCE
Number 2013-O-09**

**AN ORDINANCE OF THE VILLAGE OF WILLOW SPRINGS, COOK COUNTY,
ILLINOIS APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND
BETWEEN THE METROPOLITAN WATER RECLAMATION DISTRICT OF
GREATER CHICAGO AND THE VILLAGE OF WILLOW SPRINGS FOR
CONSTRUCTION AND PERPETUAL MAINTENANCE OF STREAMBANK
STABILIZATION FOR I&M CANAL TRIBUTARY D**

**ALAN NOWACZYK, President
ADENA BASKOVICH, Clerk**

**GEORGE BARTIK
MARIO IMBARRATO
ANNETTE KAPTUR
KEVIN J. MALONEY
KATHRYN STANPHILL
JERRY STRAZZANTE**

TRUSTEES

ORDINANCE NO. 2013-O-09

AN ORDINANCE OF THE VILLAGE OF WILLOW SPRINGS, COOK COUNTY, ILLINOIS APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO AND THE VILLAGE OF WILLOW SPRINGS FOR CONSTRUCTION AND PERPETUAL MAINTENANCE OF STREAMBANK STABILIZATION FOR I&M CANAL TRIBUTARY D

WHEREAS, the Village of Willow Springs (the "*Village*") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to enter into contract to exercise, combine or transfer any power or function not prohibited by law; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, (the "*Act*") authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities or undertakings; and

WHEREAS, the Metropolitan Water Reclamation District of Greater Chicago (the "*District*") is a duly organized municipal corporation, organized and existing under the laws of the State of Illinois; and

WHEREAS, it is the desire of the President and Board of Trustees of the Village of Willow Springs (the "*Corporate Authorities*") to enter into an Intergovernmental Agreement by

and between the District and the Village concerning stabilization of the streambank along the I&M Canal Tributary D in order to prevent further erosion and protect structures, roadways and infrastructure (*"Intergovernmental Agreement"*).

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Willow Springs, Cook County, Illinois, as follows:

Section 1: That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2: The Intergovernmental Agreement, a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to this Board of Trustees, with such necessary changes as may be approved by the President.

Section 3: The President and Village Clerk are hereby authorized and directed to execute and deliver the Intergovernmental Agreement and any and all other document necessary to implement the provisions, terms and conditions thereof, as therein described.

Section 4: The Village Treasurer is hereby authorized to expend such necessary funds and undertake such financial actions on the part of the Village as contained in the Intergovernmental Agreement and this Ordinance to complete satisfaction of any conditions stated therein.

Section 5: If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

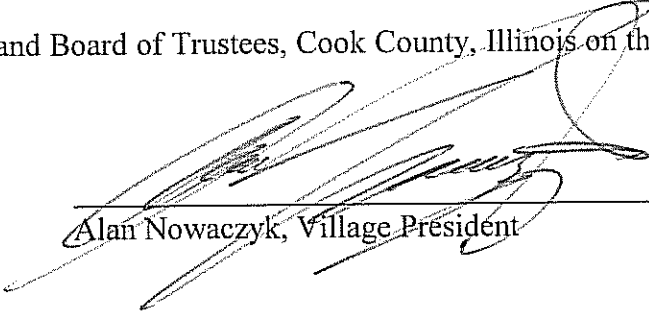
Section 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7: This Ordinance shall take effect immediately and be in force from and after its passage and approval due to the urgent nature of this matter.


ADOPTED by the President and Board of Trustees of the Village of Willow Springs, Cook County, Illinois this 14th. day of February 2013, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Bartik	✓			✓
Kaptur	✓			✓
Imbarrato	✓			✓
Maloney	✓			✓
Stanphill	✓			✓
Strazzante	✓			✓
(Mayor Nowaczyk)				✓
TOTAL	6	0	0	7

APPROVED by the President and Board of Trustees, Cook County, Illinois on this 14th day of February 2013.


Alan Nowaczyk, Village President

ATTEST:


Adena Baskovich, Village Clerk

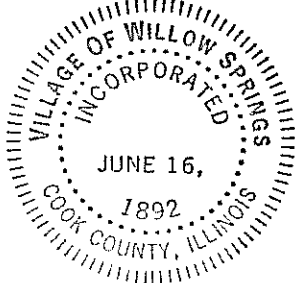
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)


CERTIFICATION

I, Adena Baskovich, DO HEREBY CERTIFY that I am the duly qualified and appointed Clerk of the Village of Willow Springs, Cook County, Illinois, and that as such Clerk I do have charge of and custody of the books and records of the Village of Willow Springs, Cook County, Illinois.

I DO HEREBY FURTHER CERTIFY that the foregoing is a full, true and correct copy of ORDINANCE No. **2013-O-09** "AN ORDINANCE OF THE VILLAGE OF WILLOW SPRINGS, COOK COUNTY, ILLINOIS APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO AND THE VILLAGE OF WILLOW SPRINGS FOR CONSTRUCTION AND PERPETUAL MAINTENANCE OF STREAMBANK STABILIZATION FOR I&M CANAL TRIBUTARY D" adopted and approved by the President and Board of Trustees of the Village of Willow Springs, Illinois, on February 14, 2013.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the Corporate Seal of the Village of Willow Springs, Cook County, Illinois this 14th. day of February, 2013.





Adena Baskovich, Village Clerk
Village of Willow Springs, Cook County, Illinois

EXHIBIT A
Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF
WILLOW SPRINGS AND THE METROPOLITAN WATER RECLAMATION
DISTRICT OF GREATER CHICAGO FOR CONSTRUCTION AND PERPETUAL
MAINTENANCE OF STREAMBANK STABILIZATION FOR I&M CANAL
TRIBUTARY D**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter the “Agreement”) is entered into this February 14, 2013, by and between the Metropolitan Water Reclamation District of Greater Chicago, a municipal corporation, organized and existing under the laws of the State of Illinois (hereinafter the “District”) and the Village of Willow Springs, a municipal corporation and non-home rule unit of government organized and existing under Article VII, Section 7 of the 1970 Constitution of the State of Illinois (hereinafter the “Village”).

WITNESSETH:

WHEREAS, on November 17, 2004, the Illinois General Assembly passed Public Act 093-1049 (the “Act”); and

WHEREAS, the Act declares that stormwater management in Cook County shall be under the general supervision of the District; and

WHEREAS, the Act specifically authorizes the District to plan, manage, implement, and finance activities relating to stormwater management in Cook County; and

WHEREAS, the Act further authorizes the District to assume responsibility for maintaining any stream within Cook County; and

WHEREAS, the Village is located within the boundaries of Cook County; and

WHEREAS, pursuant to Article 11 of the Illinois Compiled Statutes, 65 ILCS 5/11-109-1, the Village has the authority to maintain waterways within its corporate limits; and

WHEREAS, the Illinois and Michigan (“I&M”) Canal is a regional waterway that was constructed to connect Lake Michigan to the Illinois River and, in turn, the Mississippi River. It begins at the south branch of the Chicago River at Bridgeport and extends 96 miles to the Illinois River at LaSalle; and

WHEREAS, I&M Canal Tributary D is a stream that flows into a segment of the I&M Canal located within the corporate limits of the Village; and

WHEREAS, active streambank erosion is threatening structures, a roadway, and infrastructure along a portion of I&M Canal Tributary D within the corporate limits of the Village; and

WHEREAS, stabilization of that streambank would facilitate flow and provide increased flood protection; and

WHEREAS, the District intends to stabilize approximately 1,000 feet of streambank along I&M Canal Tributary D downstream of Archer Road in the Village (hereinafter the “Project”) as depicted on Exhibit 1 to prevent further erosion and protect structures, a roadway, and infrastructure; and

WHEREAS, the Project may be approached more effectively and economically with the Village and District cooperating and using their joint efforts and resources; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Section 10 of Article VII of the Illinois Constitution, allow and encourage intergovernmental cooperation; and

WHEREAS, on July 12, 2012, the District’s Board of Commissioners authorized the District to enter into an intergovernmental agreement with the Village; and

WHEREAS, on February 14, 2013, the Village’s President authorized the Village to enter into an intergovernmental agreement with the District; and

NOW THEREFORE, in consideration of the matters set forth, the mutual covenants and agreements contained in this agreement and other good and valuable consideration, the Village and District hereby agree as follows:

Article 1. Incorporation of Recitals. The recitals set forth above are incorporated herein by reference and made a part hereof.

Article 2. Scope of Work.

1. The District shall cause to be prepared construction drawings, specifications, and details (“Construction Documents”) for the Project.
2. The Project will consist of stabilizing both banks of I&M Canal Tributary D by installation of concrete armor units, vegetation, and grading.
3. The District shall provide the Village with a copy of 60% and 98% complete Construction Documents for the Village’s review and comment.
4. The Village shall review and provide comments to the District in writing within 14 days of receipt of the Construction Documents referenced in Article 2, Subsection 1.

5. The District may incorporate the Village's review comments with reasonable discretion.
6. The District, at its sole cost and expense, shall construct the streambank stabilization along I&M Canal Tributary D in accordance with the final Construction Documents.
7. The District will make best efforts to complete all work by November 20, 2014.

Article 3. Permits and Fees.

1. Federal, State, and County Requirements. The District shall obtain all federal, state, and county permits required by law for the construction of the Project, and shall assume any costs in procuring said permits. Additionally, the District will obtain all consents and approvals required by federal, state, and/or county regulations for the construction of the Project, and will assume any costs incurred in procuring all such consents and approvals.
2. Municipal Requirements. The Village shall exempt the District and its contractors from all of the municipal permit requirements set forth in its letter dated January 15, 2013—attached hereto as Exhibit 3 and hereby incorporated into this Agreement—and shall also exempt the District and its contractors from any other municipal permit requirements applicable to the construction of the Project, including any associated fees. Additionally, the Village will exempt the District and its contractors from any fees associated with the Village's plan review and inspection of the Project. The Village will also grant the District waivers to applicable work-hour limits and truck-traffic restrictions upon request, and the Village will not unreasonably withhold said waivers.
3. Maintenance. The Village shall obtain any and all permits necessary for the performance of the maintenance work set forth in the Operations and Maintenance Plan—attached hereto as Exhibit 2 and hereby incorporated into this agreement—and in accordance with Article 5 of this Agreement.

Article 4. Easements.

1. Prior to construction, the District will make best efforts to acquire from private property owners the temporary and permanent easements necessary for construction, maintenance, and access. The Village will assist the District in efforts to obtain easements by facilitating discussions with property owners. In the event the District is unable to obtain all required easements whether by negotiation or condemnation, the Agreement will be terminated in accordance with Article 8 below.

2. Should acquisition of easements via condemnation be necessary, the Village and the District shall equally share all associated costs.
3. Whereupon the District acquires permanent easements for maintenance and access from private property owners, the rights and obligations for maintenance and access shall be shared by the District and the Village, however, in no event shall this provision be construed in contradiction to the provisions in Article 5 below, whereby the maintenance costs and obligations shall be the sole responsibility of the Village after any easements are obtained by the District, with the exception of the joint biannual inspections of both the District and the Village.
4. The District shall record all easements.

Article 5. Maintenance.

1. The Village, at its sole cost and expense, shall perpetually maintain both stabilized streambanks of the I&M Canal Tributary D from Archer Avenue downstream to the railroad embankment in accordance with the Operations and Maintenance Plan (O&M Plan)—attached hereto as Exhibit 2. The Village's responsibility for maintenance shall commence upon completion of the Project by the District.
2. The District and Village shall conduct joint biannual inspections to ensure adequate maintenance of the stabilized streambanks. The Village shall not alter the stabilized streambanks of I&M Canal Tributary D without prior written consent of the District, except for routine maintenance as described in the attached O&M Plan.
3. In the event of failure of the Village to maintain the stabilized streambanks as described above to the satisfaction of the District, the District may issue a thirty (30) day written notice by certified or registered mail to the Village directing the Village to perform such maintenance. If maintenance required by the O&M Plan has not been accomplished on or before thirty (30) days after such notice, the District may cause such maintenance to be performed and the Village shall pay the District the entire cost the District incurred to perform the required maintenance.
4. In performing its obligations under this Article, the Village shall comply with all access restrictions and notice requirements set forth in the easements recorded pursuant to Article 4 of this Agreement.

Article 6. Notification, Inspections, and Testing.

1. Bid Advertisement. The District will provide the Village with 30 days notice prior to Bid Advertisement for the Project.
2. Construction. The District shall provide the Village with a construction schedule and provide the Village a minimum of 72 hours notice before the following project milestones:
 - Start of work
 - Substantial completion
 - Completion of work

Article 7. Termination by the Village. Prior to Bid Advertisement of the Project, the Village may, at its option, and upon giving notice to the District in the manner provided in Article 24 below, terminate this Agreement as it pertains to the entire Project.

Article 8. Termination by the District. Prior to commencement of Construction of the Project, the District may, at its option, terminate this Agreement in the manner provided in Article 24 below as it pertains to the entire Project.

Article 9. Duration. This Agreement becomes effective on the date that the last signature is affixed hereto. Subject to the terms and conditions of Articles 7 and 8 above, this Agreement shall remain in full force and effect for perpetuity.

Article 10. Non-Assignment. Neither party may assign its rights hereunder without the written consent of the other party.

Article 11. Waiver of Personal Liability. No official, employee, or agent of either party to this Agreement shall be charged personally by the other party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted herein, nor shall he or she be held personally liable under any term or provision of this Agreement, or because of a party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

Article 12. Indemnification. The Village shall defend, indemnify, and hold harmless the District, its commissioners, officers, employees, and other agents ("District Party") from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against the District Party and arise out of or are in any way related to: (1) the design, construction, or maintenance

of the streambank stabilization that is the subject of this Agreement; or (2) the exercise of any right, privilege, or authority granted to either the District or the Village under this Agreement.

Article 13. Representations of the Village. The Village covenants, represents, and warrants as follows:

- (1) The Village has full authority to execute, deliver, and perform or cause to be performed this Agreement;
- (2) The individuals signing this Agreement and all other documents executed on behalf of the Village are duly authorized to sign same on behalf of and to bind the Village;
- (3) The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the Village or any instrument to which the Village is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

Article 14. Representations of the District. The District covenants, represents, and warrants as follows:

- (1) The District has full authority to execute, deliver, and perform or cause to be performed this Agreement;
- (2) The individuals signing this Agreement and all other documents executed on behalf of the District are duly authorized to sign same on behalf of and to bind the District;
- (3) The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the District or any instrument to which the District is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

Article 15. Disclaimers. This Agreement is not intended, nor shall it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this Agreement shall be construed to establish a contractual relationship between the District and any party other than the Village.

Article 16. Waivers. Whenever a party to this Agreement by proper authority waives the other party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver for subsequent instances of the performance, requirement, or

condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have been waived.

Article 17. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision has never been contained herein. The remaining provisions will remain in full force and will not be affected by the invalid, illegal, or unenforceable provision or by its severance. In lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Article 18. Necessary Documents. Each party agrees to execute and deliver all further documents, and take all further action reasonably necessary to effectuate the purpose of this Agreement. Upon the completion of the Project, the District shall provide the Village with a full sized set (24" x 36"), unbounded on vellum, of "As-Built" drawings for the Project. The drawings shall be affixed with the "As-Built" printed mark and must be signed by both the resident engineer and the contractor. The District shall provide the Village with an O&M Plan.

Article 19. Deemed Inclusion. Provisions required (as of the effective date) by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement.

Article 20. Entire Agreement. This Agreement, and any exhibits or riders attached hereto, shall constitute the entire agreement between the parties. No other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly set forth herein.

Article 21. Amendments. This Agreement shall not be amended unless it is done so in writing and signed by the authorized representatives of both parties.

Article 22. References to Documents. All references in this Agreement to any exhibit or document shall be deemed to include all supplements and/or authorized amendments to any such exhibits or documents to which both parties hereto are privy.

Article 23. Judicial and Administrative Remedies. The parties agree that this Agreement and any subsequent Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois in all respects, including matters of construction, validity, and performance. The parties further agree that the proper venue to resolve any dispute which may arise out of this Agreement is the appropriate Court of competent jurisdiction located in Cook County, Illinois.

This Agreement shall not be construed against a party by reason of who prepared it. Each party agrees to provide a certified copy of the ordinance, bylaw, or other authority to evidence the reasonable satisfaction of the other party that the person signing this Agreement for such party is authorized to do so and that this Agreement is a valid and binding obligation of such party. The parties agree that this Agreement may be executed in counterpart, and that facsimile copies of executed original copies of this Agreement shall be sufficient and admissible evidence of the content and existence of this Agreement to the same extent as the originally executed copy or copies (if executed in counterpart).

The rights and remedies of the District or the Village shall be cumulative, and election by the District or the Village of any single remedy shall not constitute a waiver of any other remedy that such party may pursue under this Agreement.

Article 24. Notices. Unless otherwise stated in this Agreement, any and all notices given in connection with this Agreement shall be deemed adequately given only if in writing and addressed to the party for whom such notices are intended at the address set forth below. All notices shall be sent by personal delivery, UPS, Fed Ex or other overnight messenger service, first class registered or certified mail, postage prepaid, return receipt requested, email, or by facsimile. A written notice shall be deemed to have been given to the recipient party on the earlier of (a) the date it is hand-delivered to the address required by this Agreement; (b) with respect to notices sent by mail, two days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; or (c) with respect to notices sent electronically or by facsimile, on the date sent, if sent to the facsimile number(s) set forth below and upon proof of delivery as evidenced by the sending fax machine. The name of this Agreement i.e., "INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF WILLOW SPRINGS AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR

CONSTRUCTION AND PERPETUAL MAINTENANCE OF STREAMBANK STABILIZATION FOR I&M CANAL TRIBUTARY D" must be prominently featured in the heading of all notices sent hereunder.

Any and all notices referred to in this Agreement, or that either party desires to give to the other, shall be addressed as follows, unless otherwise specified and agreed to by the parties:

Article 25. Representatives. Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact and receipt of notice in all matters under this Agreement.

For the District:
Director of Engineering
Metropolitan Water Reclamation District
of Greater Chicago
100 East Erie Street
Chicago, Illinois 60611
Phone: (312) 751-3169
FAX: (312) 751-5681

For the Village:
Village Manager
One Village Circle
Willow Springs, Illinois 60480
Phone: (708) 467-3700
FAX: (708) 467-3710

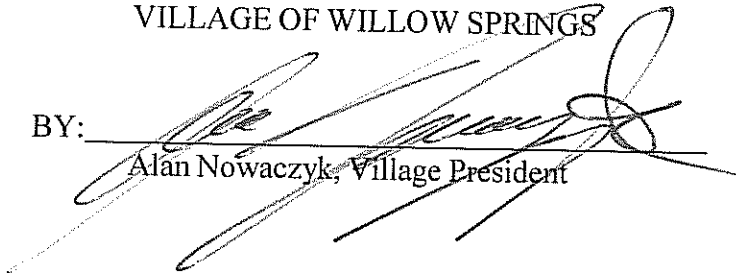
Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

IN WITNESS WHEREOF, the Metropolitan Water Reclamation District of Greater Chicago and the Village of Willow Springs, the parties hereto, have each caused this Agreement to be executed as of the date first above written by their duly authorized officers, duly attested and their seals hereunto affixed.

IN WITNESS WHEREOF, Village and District have executed this Agreement on the 14th day of February, 2013 .

VILLAGE OF WILLOW SPRINGS

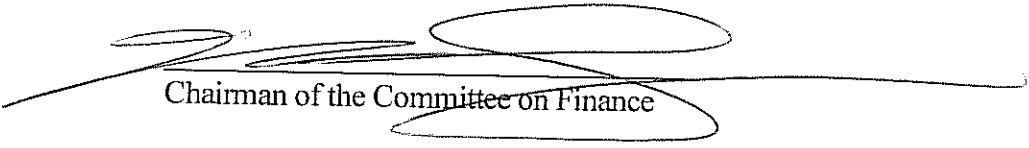
BY: _____


Alan Nowaczyk, Village President

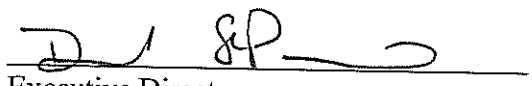
ATTEST:


Adena Baskovich, Village Clerk

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO



Chairman of the Committee on Finance




Executive Director

ATTEST:

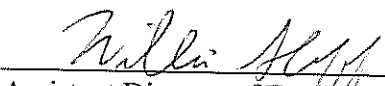


Clerk

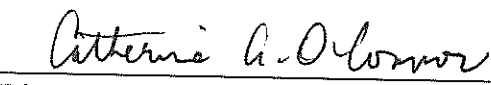
APPROVED AS TO ENGINEERING, OPERATIONS, AND TECHNICAL MATTERS:




Engineer of Stormwater Management




Assistant Director of Engineering



Director of Engineering

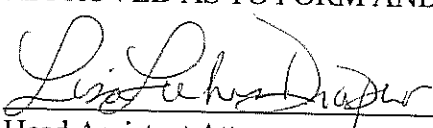


Director of Maintenance and Operations

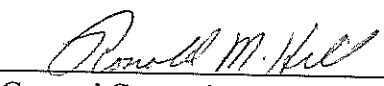


Director of Monitoring and Research

APPROVED AS TO FORM AND LEGALITY:



Head Assistant Attorney



General Counsel

EXHIBIT 1: Streambank Stabilization of I&M Canal Tributary D

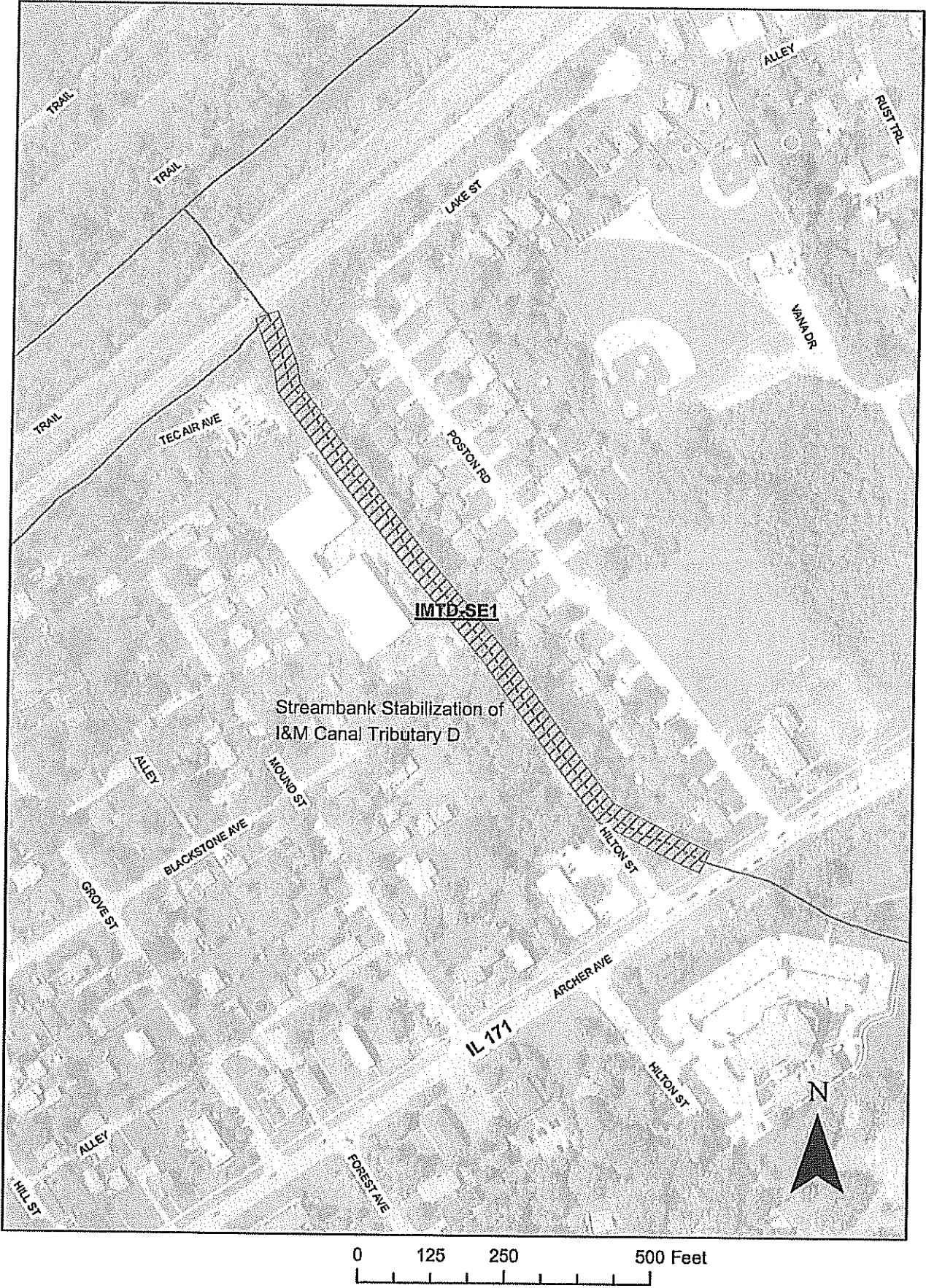


EXHIBIT 2: IMTD-SE1 Operation and Maintenance Plan (O&M Plan)

MAINTENANCE	RESPONSIBILITY	LOCATION	FREQUENCY
1. Perform inspection of A-Jacks, Geocell, and native plantings. Look for signs of dislodged material, material failure, and erosion.	District, Village	Permanent easements along I&M Canal Tributary D between Archer Avenue and the Metra Heritage Corridor Railroad	District and Village Biannually
			Village after rainfall events exceeding two inches
2. Remove debris partially or fully blocking the stream.	District	Permanent easements along I&M Canal Tributary D between Archer Avenue and the Metra Heritage Corridor Railroad	As necessary
3. Replace and/or repair damaged A-Jacks.	Village	Permanent easements along I&M Canal Tributary D between Archer Avenue and the Metra Heritage Corridor Railroad	As necessary
4. Replace and/or repair damaged Geocell.	Village	Permanent easements along I&M Canal Tributary D between Archer Avenue and the Metra Heritage Corridor Railroad	As necessary
5. Water native vegetation until established.	Village	Permanent easements along I&M Canal Tributary D between Archer Avenue and the Metra Heritage Corridor Railroad	As necessary
6. Maintain native vegetation, and trees.	Village	Permanent easements along I&M Canal Tributary D between Archer Avenue and the Metra Heritage Corridor Railroad	As necessary
7. Maintain backyard turf grass, fences, sprinklers, sheds and other appurtenances on private property.	Property Owner	Private property outside of permanent easements.	As necessary

Conditions

1. The Village and/or District shall provide property owners a minimum of 72 hours notice before performing maintenance activities on their property.
2. The Village and/or District shall not impair access to property to perform maintenance.

Exhibit 3

Alan P. Nowaczyk
Village President

Adena Baskovich
Village Clerk

William P. Murray
Village Administrator

VILLAGE OF *Willow Springs*
COOK COUNTY, ILLINOIS



ONE VILLAGE CIRCLE, WILLOW SPRINGS, ILLINOIS 60480-1665
(708) 467-3700 • FAX (708) 467-3710

Trustees:
George Bartik
Annette Kaptur
Marlo Imbarrato
Kevin J. Maloney
Kathryn Stanphill
Jerry Strazzante

January 15, 2013

Catherine A. O'Connor
Director of Engineering
Metropolitan Water Reclamation
District of Greater Chicago
100 East Erie St,
Chicago, IL 60611-3154

Re: Permit Waiver per IGA

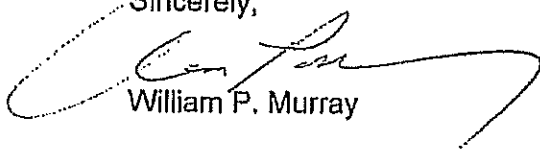
Dear Ms. O'Connor:

Please allow this to satisfy the provisions spelled out in Article 3 Section 2 of the 2013 Intergovernmental Agreement between the Village of Willow Springs and the Metropolitan Water Reclamation District to affect the I&M Tributary D Streambank Stabilization Project.

The Village of Willow Springs hereby exempts the Metropolitan Water Reclamation District and its contractors from all municipal permit requirements, plan review, and inspection fees related to the "Project" referenced in the IGA governing the I&M Tributary D Streambank Stabilization.

Please contact me at 708.467.3709 if I can be of further assistance or if additional documentation is necessary. The Village looks forward to working together on this Project for the mutual benefit of our constituents.

Sincerely,



William P. Murray

Village Administrator

